



1 The parties acknowledge that this Agreement does not confer blanket protections on  
2 all disclosures or responses to discovery and that the protection it affords from  
3 public disclosure and use extends only to the limited information or items that are  
4 entitled to confidential treatment under the applicable legal principles.  
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6 **2. GOOD CAUSE STATEMENT**

7 This action is likely to involve trade secrets, customer and pricing lists and  
8 other valuable research, development, commercial, financial, technical and/or  
9 proprietary information for which special protection from public disclosure and from  
10 use for any purpose other than prosecution of this action is warranted. For example,  
11 this action involves consumer contact information and personal identifying  
12 information of the putative class. Such confidential and proprietary materials and  
13 information consist of, among other things, confidential business or financial  
14 information, information regarding confidential business practices, or other  
15 confidential research, development, or commercial information (including  
16 information implicating privacy rights of third parties), information otherwise  
17 generally unavailable to the public, or which may be privileged or otherwise  
18 protected from disclosure under state or federal statutes, court rules, case decisions,  
19 or common law. To expedite the flow of information, to facilitate the prompt  
20 resolution of disputes over confidentiality of discovery materials, to adequately  
21 protect information the parties are entitled to keep confidential, to ensure that the  
22 parties are permitted reasonable necessary uses of such material in preparation for  
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1 and in the conduct of trial, to address their handling at the end of the litigation, and  
2 serve the ends of justice, a protective order for such information is justified in this  
3 matter. It is the intent of the parties that information will not be designated as  
4 confidential for tactical reasons and that nothing be so designated without a good  
5 faith belief that it has been maintained in a confidential, non-public manner, and  
6 there is good cause why it should not be part of the public record of this case.  
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### **3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

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10 The parties further acknowledge, as set forth in Section 14.3, below, that this  
11 Stipulated Protective Order does not entitle them to file confidential information  
12 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
13 and the standards that will be applied when a party seeks permission from the court  
14 to file material under seal. There is a strong presumption that the public has a right  
15 of access to judicial proceedings and records in civil cases. In connection with non-  
16 dispositive motions, good cause must be shown to support a filing under seal. See  
17 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),  
18 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*  
19 *Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
20 stipulated protective orders require good cause showing), and a specific showing of  
21 good cause or compelling reasons with proper evidentiary support and legal  
22 justification, must be made with respect to Protected Material that a party seeks to  
23 file under seal. The parties' mere designation of Disclosure or Discovery Material  
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1 as CONFIDENTIAL does not— without the submission of competent evidence by  
2 declaration, establishing that the material sought to be filed under seal qualifies as  
3 confidential, privileged, or otherwise protectable—constitute good cause. Further, if  
4 a party requests sealing related to a dispositive motion or trial, then compelling  
5 reasons, not only good cause, for the sealing must be shown, and the relief sought  
6 shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v.*  
7 *Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or  
8 type of information, document, or thing sought to be filed or introduced under seal,  
9 the party seeking protection must articulate compelling reasons, supported by  
10 specific facts and legal justification, for the requested sealing order. Again,  
11 competent evidence supporting the application to file documents under seal must be  
12 provided by declaration. Any document that is not confidential, privileged, or  
13 otherwise protectable in its entirety will not be filed under seal if the confidential  
14 portions can be redacted. If documents can be redacted, then a redacted version for  
15 public viewing, omitting only the confidential, privileged, or otherwise protectable  
16 portions of the document, shall be filed. Any application that seeks to file  
17 documents under seal in their entirety should include an explanation of why  
18 redaction is not feasible.  
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25 **4. DEFINITIONS**

26 **4.1 Action:** *Michelle Finn, et al v. loanDepot.com, LLC*, Case No. 8:23-cv-  
27 00737-FWS-JDE.  
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1                   **4.2 Challenging Party:** a Party or Non-Party that challenges the designation  
2 of information or items under this Order.

3                   **4.3 “CONFIDENTIAL” Information or Items:** information (regardless of  
4 how it is generated, stored or maintained) or tangible things that qualify for  
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
6 the Good Cause Statement.

7                   **4.4 Counsel (without qualifier):** Outside Counsel of Record and House  
8 Counsel (as well as their support staff).

9                   **4.5 Designating Party:** a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL.”

12                   **4.6 Disclosure or Discovery Material:** all items or information, regardless  
13 of the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced  
15 or generated in disclosures or responses to discovery in this matter.

16                   **4.7 Expert:** a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
18 an expert witness or as a consultant in this Action.

19                   **4.8 House Counsel:** attorneys who are employees of a party to this action.  
20 House Counsel does not include Outside Counsel of Record or any other outside  
21 counsel.

1                   **4.9 Non-Party:** any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3                   **4.10 Outside Counsel of Record:** attorneys who are not employees of a  
4 party to this action but are retained to represent or advise a party to this Action and  
5 have appeared in this action on behalf of that party or are affiliated with a law firm  
6 which has appeared on behalf of that party.

7                   **4.11 Party:** any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10                  **4.12 Producing Party:** a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12                  **4.13 Professional Vendors:** persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16                  **4.14 Protected Material:** any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18                  **4.15 Receiving Party:** a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

20                  **5. SCOPE**

21                  The protections conferred by this Stipulation cover not only Protected  
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1 Material (as defined above), but also (1) any information copied or extracted from  
2 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
3 Material; and (3) any testimony, conversations, or presentations by Parties or their  
4 Counsel that might reveal Protected Material.

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6 However, the protections conferred by this Stipulation do not cover the  
7 following information: (a) any information that is in the public domain at the time  
8 of disclosure to a Receiving Party or becomes part of the public domain after its  
9 disclosure to a Receiving Party as a result of publication not involving a violation  
10 of this Order, including becoming part of the public record through trial or  
11 otherwise; and (b) any information known to the Receiving Party prior to the  
12 disclosure or obtained by the Receiving Party after the disclosure from a source  
13 who obtained the information lawfully and under no obligation of confidentiality to  
14 the Designating Party. Any use of Protected Material at trial shall be governed by a  
15 separate agreement or order.

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19 **6. DURATION**

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21 Once a case proceeds to trial, information that was designated as  
22 CONFIDENTIAL or maintained pursuant to this protective order used or  
23 introduced as an exhibit at trial becomes public and will be presumptively available  
24 to all members of the public, including the press, unless compelling reasons  
25 supported by specific factual findings to proceed otherwise are made to the trial  
26 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing  
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1 “good cause” showing for sealing documents produced in discovery from  
2 “compelling reasons” standard when merits-related documents are part of court  
3 record). Accordingly, the terms of this protective order do not extend beyond the  
4 commencement of the trial.  
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## 6 **7. DESIGNATING PROTECTED MATERIAL**

### 7 **7.1 Exercise of Restraint and Care in Designating Material for 8 Protection.**

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10 Each Party or Non-Party that designates information or items for protection  
11 under this Order must take care to limit any such designation to specific material  
12 that qualifies under the appropriate standards. The Designating Party must  
13 designate for protection only those parts of material, documents, items, or oral or  
14 written communications that qualify – so that other portions of the material,  
15 documents, items, or communications for which protection is not warranted are not  
16 swept unjustifiably within the ambit of this Order.  
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19 Mass, indiscriminate, or routinized designations are prohibited. Designations  
20 that are shown to be clearly unjustified or that have been made for an improper  
21 purpose (e.g., to unnecessarily encumber the case development process or to  
22 impose unnecessary expenses and burdens on other parties) may expose the  
23 Designating Party to sanctions.  
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26 If it comes to a Designating Party’s attention that information or items that it  
27 designated for protection do not qualify for protection, that Designating Party must  
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promptly notify all other Parties that it is withdrawing the mistaken designation.

## **7.2 Manner and Timing of Designations.**

Except as otherwise provided in this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

**(a)** for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions

1 thereof, qualify for protection under this Agreement. Then, before producing  
2 the specified documents, the Producing Party must affix the  
3 “CONFIDENTIAL” legend to each page that contains Protected Material. If  
4 only a portion or portions of the material on a page qualifies for protection,  
5 the Producing Party also must clearly identify the protected portion(s) (e.g.,  
6 by making appropriate markings in the margins).  
7

8 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
9 that the Designating Party identify on the record, before the close of the  
10 deposition, hearing, or other proceeding, all protected testimony.  
11

12 (c) for information produced in some form other than documentary and for  
13 any other tangible items, that the Producing Party affix in a prominent place  
14 on the exterior of the container or containers in which the information or item  
15 is stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
16 information or item warrant protection, the Producing Party, to the extent  
17 practicable, shall identify the protected portion(s).  
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### 19 **7.3 Inadvertent Failures to Designate.**

20 If timely corrected, an inadvertent failure to designate qualified information  
21 or items does not, standing alone, waive the Designating Party’s right to secure  
22 protection under this Order for such material. Upon timely correction of a  
23 designation, the Receiving Party must make reasonable efforts to assure that the  
24 material is treated in accordance with the provisions of this Order.  
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2 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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4       **8.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7       **8.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37-1 et seq.

9       **8.3 Joint Stipulation.** Any challenge submitted to the Court shall be via a  
10 joint stipulation pursuant to Local Rule 37-2.

11       **8.4 Burden.** The burden of persuasion in any such challenge proceeding  
12 shall be on the Designating Party. Frivolous challenges, and those made for an  
13 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
14 other parties) may expose the Challenging Party to sanctions. Unless the  
15 Designating Party has waived or withdrawn the confidentiality designation, all  
16 parties shall continue to afford the material in question the level of protection to  
17 which it is entitled under the Producing Party's designation until the Court rules on  
18 the challenge.

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20 **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

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22       **9.1 Basic Principles.**

23       A Receiving Party may use Protected Material that is disclosed or produced  
24 by another Party or by a Non-Party in connection with this case only for  
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1 prosecuting, defending, or attempting to settle this litigation. Such Protected  
2 Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the litigation has been terminated, the  
4 Receiving Party must comply with the provisions of section 15 below (FINAL  
5 DISPOSITION). Protected Material must be stored and maintained by a Receiving  
6 Party at a location and in a secure manner that ensures that access is limited to the  
7 persons authorized under this Order.

10 **9.2 Disclosure of “CONFIDENTIAL” Information or Items.**

11 Unless otherwise ordered by the court or permitted in writing by the  
12 Designating Party, a Receiving Party may disclose any information or item  
13 designated “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
15 employees of said Outside Counsel of Record to whom it is reasonably  
16 necessary to disclose the information for this litigation and who have signed  
17 the “Acknowledgment and Agreement to Be Bound” that is attached hereto  
18 as Exhibit A;

19 (b) the officers, directors, and employees (including House Counsel) of the  
20 Receiving Party to whom disclosure is reasonably necessary for this Action  
21 and who have signed the “Acknowledgment and Agreement to Be Bound”  
22 (Exhibit A);

- (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (d) the court and its personnel;
- (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.
- (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.
- (h) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

## **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

**(a)** promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

**(b)** promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or

encouraging a Receiving Party in this action to disobey a lawful directive from another court.

## **11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

**(a)** The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

**(b)** In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately:

- (a)** notify in writing the Designating Party of the unauthorized disclosures,
- (b)** use its best efforts to retrieve all unauthorized copies of the Protected Material,

(c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Agreement, and

(d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

## **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

## 14. MISCELLANEOUS

## **14.1 Right to Further Relief.**

Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

## 14.2 Right to Assert Other Objections.

By stipulating to this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives

any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

### **14.3 Filing Protected Material.**

A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

## 15. FINAL DISPOSITION

Within 60 days after the final disposition of this Action, as defined in Section 5, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this

1 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
2 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
3 deposition and trial exhibits, expert reports, attorney work product, and consultant  
4 and expert work product, even if such materials contain Protected Material. Any  
5 such archival copies that contain or constitute Protected Material remain subject to  
6 this Protective Order as set forth in Section 5 (DURATION).  
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#### **16. VIOLATION**

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10 Any violation of this Order may be punished by appropriate measures  
11 including, without limitation, contempt proceedings and/or monetary sanctions.  
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14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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17 DATED: July 20, 2023

18   
19 JOHN D. EARLY  
20 United States Magistrate Judge  
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## Exhibit A

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

MICHELLE FINN, individually and on behalf of all other similarly situated,

Plaintiff,

V.

LOANDEPOT.COM, LLC.,

Defendant.

Case No. 8:23-cv-00737-FWS-JDE

## **ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

Judge: Fred W. Slaughter

Action filed: April 28, 2023

LOANDEPOT.COM, LLC.,

Defendant.

The undersigned hereby acknowledges that he/she has read the Protective Order dated July 20, 2023, in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms.

The undersigned submits to the jurisdiction of the United States District Court, Central District of California, in matters relating to the Protective Order and understands that the terms of the Protective Order obligate him/her to use materials designated as Confidential Information in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such Confidential Information to any other person, firm, or concern.

The undersigned acknowledges that violation of the Protective Order may result in penalties for contempt of Court.

Name:  
Job Title:  
Employer: